



Freeport City Council
June 8, 2021 Regular Meeting Package



City of Freeport
REGULAR COUNCIL MEETING AGENDA

June 8, 2021, 9:00 AM
Council Chambers, Freeport City Hall

1. **Meeting Called to Order**
2. **Invocation and Pledge of Allegiance**
3. **Recognition of Guests**
4. **Consent Agenda**
 - a. Special Council Meeting Minutes- April 22, 2021
(TAB 1)
 - b. Special Council Meeting Minutes- May 27, 2021
(TAB 2)
 - c. Regular Council Meeting Minutes- May 27, 2021
(TAB 3)
5. **Public Comment on Consent Agenda**
6. **Approval of Consent Agenda**
7. **Consideration of Additions/Deletions to Agenda**
8. **Approval of Agenda with Additions/Deletions**
9. **Staff Reports**
 - a. Water
 - b. Sewer
 - c. Parks
 - d. City Manager
 1. Walton Co. Broadband Agreement
(TAB 4)
 2. CRC
 - e. City Clerk
 1. FACC Conference 2021
 - f. Finance

1. Water and Wastewater Capacity Fees
(TAB 5)

g. Billing

h. Planning

1. Hammock Bay PDP Phase III Revision (continued from May 27, 2021 RCM)
(TAB 6)
2. Petition to Vacate Lot 1 Riverwalk Phase 1/ Bob McGill
(TAB 7)
3. Walton County School District Interlocal Agreement
(TAB 8)
4. Hammock Bay Master Assoc. Special Event/ 3rd of July Parade on Great Hammock Bend
(TAB 9)

i. Legal

j. Engineering

1. Barrier Free Park Phase I Improvements
(TAB 10)

10. Old Business

11. New Business

- a. Mayor Russ Barley
- b. Councilwoman Brannon
- c. Councilman Farris
- d. Councilwoman Green
- e. Councilwoman Haffner
- f. Councilman Martin

12. Public Comment

13. Adjournment

The City of Freeport may take action on any matter during this meeting, including items that are not set forth within this agenda.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the City Clerk's office at 850-835-2822 by 5:00 p.m. on the day prior to the meeting.

No verbatim record by a certified court reporter is made of these proceedings. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at these proceedings upon which any appeal is to be based (see Section 286.0105, Florida Statutes).



City of Freeport

SPECIAL COUNCIL MEETING MINUTES

April 22, 5:30 PM

Council Chambers, Freeport City Hall

Council Members Present: Mayor Russ Barley, Councilwoman Elizabeth Brannon, Councilman Eddie Farris, Councilman Mark Martin, Councilwoman Elizabeth Haffner

Council Member Absent: Councilwoman Green

Staff Members Present: City Manager Charlie Simmons, City Clerk Malani Robinson, City Attorney Clay Adkinson, Finance Officer Sara Bowers

1. Meeting Called to Order

The meeting was called to order at 5:30 PM by Mayor Barley in the Council Chambers of Freeport City Hall.

2. Marcum Audit

Mr. Ricardo Zayas and Mr. Bryan Fleming, representatives of Marcum Advisory and Consulting presented the Council a PowerPoint presentation to discuss the findings of the audit. The investigation topics included:

- Inconsistencies in utility billing / write-off of utilities in 2014 dating from 2009 through 2011.
- Billing “problems” related to water and sewer funds dating back to 2008.
- Misuse of impact fees and grant funds (i.e. transfers from restricted funds to general funds).
- Unauthorized expenditures made from restricted funds.

- Misuse of City of Freeport credit cards.
- Self-dealing by a former City Council member.
- Anomalies in the accounting records including unreconciled cash accounts and omitted/unrecorded cash transactions.
- A 2016 qualified opinion by the independent auditor on the City of Freeport financial statements.

Initial Analyses and Interviews identified following concerns:

Inconsistencies in utility billing / write-off of utilities in 2014 dating from 2009 through 2011.

Billing “problems” related to water and sewer funds dating back to 2008.

Misuse of impact fees and grant funds (i.e. transfers from restricted funds to general funds).

Unauthorized expenditures made from restricted funds.

Misuse of City of Freeport credit cards.

Self-dealing by a former City Council member.

A 2016 qualified opinion by the independent auditor on the City of Freeport financial statements.

Anomalies in the accounting records including:

Unreconciled cash accounts

Omitted / unrecorded cash transactions.

DOCUMENTS CONSIDERED / PROCEDURES PERFORMED

Business Records of the City of Freeport including:

- Electronic Accounting records
- Financial Statements and Audit Reports relating to services provided by Carr, Riggs & Ingram, LLC (“Carr Riggs”)
- Bank and Credit Card Account Records for selected accounts
- Selected supporting documentation relating to 2016 / 2017 reconciliation procedures

Interviews:

- City Councilwoman Elizabeth Hafner
- City Councilwoman Amanda Green
- City Councilwoman Elizabeth Brannon

- City Clerk Becky Podraza
- City Finance Officer Sara Bowers
- Mayor Russell Barley
- City Councilman “Boots” McCormick.

Workplan

Some concerns lacked specificity or were dated. We focused investigative efforts on:

- City of Freeport general ledger transactions for the period of 2014 through 2018.
- Adjustments to FYE September 30, 2016 cash accounts made by the City Accountant in 2017.
- Inspection of transactions within the Water and Sewer impact fee accounts.
- Adjusting entries to the City of Freeport accounting records relating to FYE’s September 30, 2014, September 30, 2015, and September 30, 2016.
- Assessment of additions and deletions to Chart of Accounts.

FINDINGS FROM INSPECTION AND INTERVIEWS

Accounting Overview

The general ledger serves as a summary record of all financial transactions occurring within an entity.

Daily activity (i.e. collections and disbursements) are recorded in journals and “posted to” the general ledger by account codes. Account codes describe the nature of the transactions recorded in the journal.

The general ledger and trial balance report constitute the foundation from which the [financial statements](#) of the reporting entity (i.e. the City of Freeport) are prepared.

General ledger entries are customarily adjusted before finalizing the entity’s financial statements.

Adjustments are made by journal entries which may be necessary for:

- ▶ Correction of errors
- ▶ Recording of non-recurring entries (i.e. depreciation)
- ▶ Transfer of general ledger account balances

Journal entries can also be used to conceal improper activity, as such, inspection of journal entries is a routine test when performing a financial statement audit or forensic analysis.

Accounting Record Observations

Inspection of accounting records included those outlined below:

- Unexplained accounting adjustments in the “Impact Fee” accounts exceeding \$1,200,000 (See slide 24).
- Unrecorded disbursements from USDA loan sinking fund accounts exceeding \$1,000,000.
- Large number of general journal adjustments (over 700 for 2014 totaling more than \$700,000, increasing to more than 1,000 general ledger journal entries totaling more than \$9,000,000 for 2016).
- Carr Riggs issued “qualified” opinion for FYE September 30, 2016 due to inability to reconcile certain accounts and attest to general ledger opening balances. Multiple cash account transactions had not been contemporaneously recorded in the City of Freeport accounting records.
- Multiple general ledger account balances remained unchanged from one period to the next (i.e. failure to record fixed assets and related depreciation expenses). Potential violation of the State of Florida Department of Financial Services Bureau of Local Government.
- Conversely, more than 100 new general ledger accounts were established in the Chart of Accounts.
- Questionable use of the City of Freeport MasterCard including:
 - Purchases at retail outlets and elsewhere inconsistent with historic purchase patterns.
 - Use of a City of Freeport credit card assigned to a former employee more than twelve months after that employee resigned from the City of Freeport.

Sara Bowers

Sara Bowers, the current City of Freeport Finance Officer:

- Hired in fall of 2016 as Finance Officer for the City of Freeport
- Identified inaccuracies / inconsistencies in the accounting records including:
- Accounting records for FYE September 30, 2016 did not agree with corresponding bank account records.
- Not all receipts and disbursements transacted through the City bank accounts were recorded in the accounting records.

Sara Bowers- Corrective Measures

- Initiated corrective measures continuing into Spring 2017
- Entered corrections into the accounting records via journal entries
- Identified and corrected other inaccuracies / inconsistencies in the City accounting records pre-dating FYE September 30, 2016
- Updated the City of Freeport Chart of Accounts to comply with municipal accounting guidance issued by the State of Florida; and
- updated general ledger in 2018 to account depreciation and fixed assets

Carr Riggs Audits- Overview

Carr Riggs performed audits of the City of Freeport financial statements for FYE's 9/30/14, 9/30/15, 9/30/16 and 9/30/17.

Audit reports issued for FYE's 9/30/14, 9/30/15 and 9/30/17 presented unqualified / unmodified opinions, as follows:

- *In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Freeport, as of September 30, 2014, and the respective changes in financial position, and where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.*

The audit report on the 9/30/16 financial statements presented the following opinions, raising concerns of members of the City Council:

Summary of Opinions

Opinion Unity	Type of Opinion
Governmental Activities	Unmodified
Business-type Activities	Unmodified
General Fund	Qualified
Water Fund	Unmodified
Sewer Fund	Unmodified

Carr Riggs Qualified Opinion (Report Excerpts)

Basis for Qualified Opinion on the General Fund

- In the process of reconciling bank accounts for the general fund during the year ended September 30, 2016, corrections were made for prior year and current year posting errors. Some of those adjustments could not be specifically identified as to the appropriate revenue and expenditure accounts or identified as to the proper fiscal year to which they applied. The effect of these adjustments on the financial statements could not be determined.*

Qualified Opinion

- In our opinion, except for the effects of the matter described in the "Basis for Qualified Opinion on the General Fund" paragraph, the financial statements referred to above present fairly, in all material respects, the financial position of the general fund of the City of Freeport, Florida, as of September 30, 2016, and respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.*

Basis of Qualification (Report Excerpts)

- The “Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance”. The “report” issued for the FYE September 30, 2016 identified both, “material” and “significant” deficiencies in the internal controls over financial reporting for the City of Freeport. The following table identifies areas where internal controls were deemed deficient.

Issue	Deficiency
“2016-01 Capital Assets” “City does not have a capital assets software package.”	Significant
“2016-02 Audit Adjusting Journal Entries” “Adjustments had to be proposed to record unearned revenue and accounts payable”	Material
“2016-03 Budget to Actual Financial Reports” “No budget to actual reports are prepared for council meetings.”	Significant
“2016-04 IT Controls” “Passwords on Banyon general ledger and UMS software system are not changed once issued.”	Significant
“2016-05 Bank Reconciliations” “Bank reconciliations are not prepared on timely basis. Bank reconciliations of the year ended September 30, 2016 were not prepared until March 2017.”	Material
“2016-06 Billing Reports” “Information from the Banyon UMS software system for utility billings and collections”... “did not match” ... “Banyon...”	Material

The Clearing Accounts

- Deposits to the clearing accounts were to be allocated to either the Freeport Water account or North Bay, as appropriate. Clearing accounts are typically “\$0” balance / pass-through accounts. Inspection identified disbursement transactions to City of Freeport Bank accounts to fund payroll obligations and checks to individual payees. This activity is unusual for a clearing account.
- General ledger detail identified 54 “return item” fees totaling \$648 between October 2014 and September 2016. These “return item” fees indicate recurring overdrafts and are consistent with a failure to accurately record transactions in the City of Freeport accounting records.

Vendor Overpayments

- During 2015 and 2016 the City of Freeport made excess payments to HD Supply Waterworks (“HD Supply”) totaling approximately \$168,495. HD Supply reported these overpayments to the City of Freeport and returned funds.
- Payments to HD Supply were issued from the General Fund (PNB Acct. xxx94) and from the Sewer Impact Fees account with Trustmark (Acct xxx-xxx-0890).
- Payments to HD Supply arose from sewer repairs being performed during 2016. The Bowers’ reconciliation working papers identify payments to other vendors from both the General Fund and the Sewer Impact Fees account.

Janice McLean

- McLean served on the City of Freeport City Council during 2015 and 2016. In July 2015 McLean assumed an active role in the City of Freeport accounting operations. This role continued through FYE September 30, 2016.
- As a City Council member, McLean was charged with legislative oversight responsibility for City affairs including fiscal activities. Simultaneous assumption of an active role in the City accounting operations may violate State of Florida statutes and accepted accounting controls. McLean’s dual role was known to other City Council members.

Identified Payments to Janice McLean- McLean Drilling

Date	Check #	Payee	Amount	Account
01/08/15	6960	Janice McLean	(559.88)	People National Bank #31294
04/09/15	25221	Janice McLean	(184.15)	Peoples National Bank #31336
04/28/15	25287*	Janice McLean	(86.02)	Peoples National Bank #31336
05/19/15	7022	Janice McLean	(100.00)	People National Bank #31294
08/05/15	25391	Janice McLean	(125.49)	Peoples National Bank #31336
12/07/15	25844	Janice McLean	(174.39)	Peoples National Bank #31336

		Janice McLean Total	(1,229.93)	
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09/09/15	25618	McLean's Well Drilling Service	(9,220.00)	Peoples National Bank #31336
09/16/15	25644	McLean's Well Drilling Service	(8,037.00)	Peoples National Bank #31336
		McLean's Well Drilling Service Total	(17,257.00)	

City of Freeport Mastercard

- The City of Freeport maintained several MasterCard credit card accounts during calendar years 2014, 2015, 2016 and 2017, as follows:

Account (last 4 digits)	Title	Period Maintained
9415	City of Freeport – Robin Haynes	Jan 2014 – Sept 2014
2633	City of Freeport – Robin Haynes	Oct 2014 – May 2015
2633	City of Freeport – Gary Mattison	June 2015 – Oct 2015
2872	City of Freeport – Gary Mattison	Nov 2015 – Dec 2015
2872	City of Freeport – Sidney R. Barley	Dec 2015 – Jan 2017
3482	City of Freeport – Sidney R. Barley	Feb 2017 – August 2017

Credit Card Observations

MasterCard statements identified \$87,964 of charges from January 2014 to August 2017. The following additional observations were made:

- The City of Freeport maintained a single card which would be provided to employees upon request. A sign-out log identifying personnel using the credit card was not maintained.
- The City of Freeport credit card assigned to Robin Haynes reflected charge activity into May 2015, approximately one year after Robin Haynes resigned from her position in April 2014.

- Credit card charges were not uniformly supported by receipts or documentation evidencing items purchased and business purpose.
- Monthly credit card charges were not accurately and completely posted to the City of Freeport general ledger accounting system.

Our inspection identified purchases at retail outlets and elsewhere suggestive of personal use or inconsistent with historic purchase patterns.

General Ledger Account Changes

- As noted, Ms. Bowers determined the City of Freeport Chart of accounts did not comply with municipal accounting guidance issued by the State of Florida. Bowers updated the City of Freeport Chart of Accounts to comply with state guidance.
- Our research confirmed that the Florida Department of Financial Services issued a report titled "CHART OF ACCOUNTS – Final Report" in January 2014. The report recommended the "...a uniform list of accounts for the reporting of assets, liabilities, equities, revenues, expenditures, and other sources and uses to the public." It applied to "reporting entities" within the State of Florida.
- Final regulations implementing provisions of this report were issued in July 2015.

Sewer Impact Fees

- The FYE September 30, 2016 journal entries included approximately \$1,200,000 of adjustments to the Sewer Impact Fee account. Our analysis identified a \$1.2 million variance from historic averages, as follows:

420-15400	Impact Fee Account	Increases	Decreases	Balance
2014		64,300.17	(49,405.05)	1,266,930.93
2015		693,634.71	(173,401.14)	1,787,164.50
2016		23,818.85	(1,228,170.96)	582,812.39
2017		1,384,565.87	(310,774.59)	1,656,603.67
2018		425,159.47	(98,642.36)	1,983,120.78
Total		2,591,479.07	(1,860,394.10)	7,276,632.27
Average 15, 17, 18				1,808,962.98
2016 Difference to Average				1,226,150.59

MARCUM ASSESSMENT

Audit Opinion- Marcum LLP Assessment

While serious, the qualified opinion was limited to the general fund and not deemed applicable to the other City funds. Carr Riggs also performed the audit of the City of Freeport financial statements for the FYE September 30, 2017 and issued the following “unmodified” opinion:

- *“In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the City of Freeport, Florida, as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.”*

When the audit opinions for FYE’s September 2015, 2016 and 2017 are read in chronological sequence several observations can be made including:

- The qualified opinion on the September 30, 2016 General Fund financial statements arose from an inability to ascertain the proper accounting for transactions (i.e. revenue and expenditures) occurring during FYE September 30, 2016.
- Carr Riggs did not qualify its opinion on the balance sheets (i.e. assets and liabilities) for any of the FYE September 30, 2016 audits suggesting that opening and ending account balances were fairly presented.
- Carr Riggs issued an “unmodified” opinion on its audit of the City of Freeport financial statements for the fiscal year ending September 30, 2017 including the General Fund. The “unmodified” opinion for FYE September 30, 2017 indicates factors leading to its “qualified” opinion on the General Fund for FYE September 30, 2016 were isolated to FYE September 30, 2016 and were addressed by FYE September 30, 2017.

Bowers Reconciliation- Marcum Assessment

Ms. Bowers’ reconciliation process entailed the following steps:

- The reconciliation was performed for each bank account maintained by the City of Freeport during the FYE September 30, 2016. The reconciliation process continued into 2017.
- For each account, Ms. Bowers:
- Compared account balances recorded in the City of Freeport general ledger to respective bank account balances.

- Resolved variances between the general ledger and the bank statements by performing a “transaction by transaction” reconciliation which included inspection of cancelled checks where applicable.
- Adjustments (i.e. debits and credits) were aggregated by account and posted as a single journal entry for each bank account to the general ledger.

Ms. Bowers did not fully update disbursement records to reflect names of all payees / recipients of City funds. Prior year payments made by the City may be difficult to track to a specific payee.

The reconciliation files prepared and maintained by Ms. Bowers:

- Evidenced a thorough and detailed process to address and correct deficiencies / inaccuracies in the City of Freeport accounting records attributable to a failure to contemporaneously record cash transactions.
- Neither Ms. Bowers nor Marcum identified transactions which were deemed to be for personal use.
- Provided explanations for the nature and volume of the adjusting entries as accounting transactions were not recorded contemporaneously, but were summarized and entered as a single entry to account for financial activity over an extended time period (i.e. entire fiscal year).

CONCLUSIONS AND RECOMMENDATIONS

Conclusions

Persons charged with responsibility for maintenance and oversight of the fiscal operations of the City of Freeport failed to perform their duties in an appropriate manner. Rudimentary internal control procedures were disregarded or not properly in place.

These failures included:

- Failure to contemporaneously record disbursements and other transactions occurring within City cash accounts leading to corollary failures to properly account for transactions and failure to reconcile cash account balances, contributing to the “qualified” opinion on the general fund for FYE 9/30/16.
- Identified overpayments to vendors totaling more than \$168,000.
- Failure to properly record accumulated depreciation as required by Florida law.
- The reversal of CPA/auditor suggested adjustments to the general ledgers.

- The closing, subsequent reopening, and subsequent closing of various general ledger accounts, creating confusion in the general ledgers.
- Failure to adhere to controls regarding the authorization of disbursements. Janice McLean's dual role as an "accounting" department employee and City Council member with check signing authority, placed McLean in a position to account for and authorize disbursements, creating opportunities for misuse of City resources. Further, the fact that McLean signed a check, albeit in conjunction with Mayor Barley, that directly benefited a family member, is an internal control violation.
- Failure to exercise controls over City of Freeport credit card accounts. City personnel were permitted to use a credit card account issued in the name of Robin Haynes for approximately 12 months after Haynes terminated her employment with the City.

Our inspection did not identify specific instances of misuse of municipal funds. However, the internal control failures listed above, exposed the City of Freeport to potential misuse and misappropriation of assets. These control failures were not exclusively within the purview of Janice McLean. Other City Council members, and the Mayor, knew or should have known of McLean's dual role, ostensibly in furtherance of City activities.

RECOMMENDATIONS

While our inspection did not identify specific instances of misuse, potential irregularities are not readily discoverable due to the extensive confusion in City accounting records. The City of Freeport should:

- Review internal control procedures to ascertain compliance with of the State of Florida requirements and other guidance. The Mayor and/or City Council must regularly review reconciliations of cash and related receivables and payables accounts.
- Ensure City employees are adequately trained in internal control procedures and appropriate segregation of duties / separation of processes is in place.
- Particular attention should be paid to transactions that are broken down into two amounts, such that they are may not be subjected to specific City Council scrutiny.
- Extensive or unusual adjustments to the ledgers should be discussed in advance with the City's auditors.

City of Freeport payment practices caused payments to be made to vendors from multiple bank accounts resulting in excess vendor payments as evidenced by the \$168,000 of excess payments to HD Supply. Other vendors received payments from multiple accounts totaling more than \$100,000. Knowledgeable City personnel should:

- Inspect a selection of these vendor accounts to assess the likelihood of further excess vendor payments.
- Inspect records of payments to recipients of City payments during FYE's September 30, 2015 and September 30, 2016 to assess whether the payments were made in furtherance of a City purpose.
- Inspect credit card purchases to assess whether the identified credit card purchases were made in furtherance of a City purpose.
- Inspect impact fee accounts in 2016, in line with our previous commentary.
- Implement accounting systems and procedures for capital assets. This was identified as a "significant" internal control deficiency in multiple audit reports issued by the Carr Riggs firm.
- Other matters requiring inquiry include:
 - Multiple account balances that did not change (i.e. no recorded activity) from 2014 through 2018. This list was provided to City of Freeport.

Councilmembers expressed their thanks for the presentation and for Marcum Advisory and Consulting's extensive work. The floor was opened for public comment.

4. Adjournment

Mayor Barley motioned to adjourn. The meeting adjourned at 6:40 PM.

Mayor

ATTEST:

City Clerk



City of Freeport

SPECIAL COUNCIL MEETING MINUTES

May 27, 2021 5:30 PM

Council Chambers, Freeport City Hall

Council Members Present: Mayor Russ Barley, Councilwoman Elizabeth Brannon, Councilman Eddie Farris, Councilman Mark Martin, Councilwoman Elizabeth Haffner, Councilwoman Green

Staff Members Present: City Manager Charlie Simmons, City Clerk Malani Robinson, City Attorney Clay Adkinson, Planning Director Latilda Hughes-Neel

1. Meeting Called to Order

The meeting was called to order at 5:30 PM by Mayor Barley in the Council Chambers of Freeport City Hall.

2. Walton County Mobility Plan/ Mobility Fee

Planning Director Hughes-Neel presented to the Council a planned development projects map for the City of Freeport, which illustrated projected population clusters based on single family and multi-family unit projects. Planning Director Hughes-Neel noted that several projects along Highway 331 were awaiting the construction of the new wastewater treatment facility before building. After reviewing the layout of the City based on the planned development projects map it was established that:

- North of Hwy 20 expected 7,154 units to be built out within 20 years.
- 331 South expected an estimated 3,813 units to be built.
- 331 North is expected to have 6,200 units to be built.
- There would be a need for an additional wastewater treatment plant north of Highway 20 to sustain growth.
- The City would experience an influx of mass growth, based on the current FDEP the population would rise to 32,901 within the next 20 years.

- The City is moving in the right direction by focusing on improving its water and sewage systems.

Councilman Farris inquired on the status of the City using portables to allow projects to commence ahead of the wastewater treatment plants being built. City Manager Simmons informed the Council that the option to use portables is available to developers if needed and is a tool the City is willing to use. Councilwoman Brannon wanted to assure that the City would keep their options open and be willing to work with any project that is ready to build, ahead of . Planning Director Hughes-Neel assured the Council that the City is working hard to deliver on the planned projects and is willing to work with anyone. City Manager Simmons emphasized that the City is willing to accommodate serious developers that are ready to work and move forward. Planning Director Hughes-Neel noted that once plans have been submitted and a developer's agreement has been signed the City would do its part to ensure that the project succeeded.

Councilwoman Green queried on how the city would facilitate space for schools based on current development projects and the expected increase in population. Planning Director Hughes-Neel informed the Council that she would be presenting a comprehensive plan amendment within the next month which will address this concern. Planning Director Hughes-Neel noted that with changes in legislation it was time for the City to update its interlocal school agreement with the school district to ensure all entities are on the same page. Planning Director Hughes-Neel added that the school district has a seat on the Planning Review Board to ensure that they can give feedback and request land usage on certain projects. Councilwoman Green noted that the multiplier for population growth and the numbers presented by the Department of Education are predictive that the City will encounter a huge issue with the incoming of school ready students and no space to accommodate them. Councilwoman Green reminded the Council that money from the state to assist with schools does not come quickly therefore the City should be making plans to address this concern beforehand. Planning Director Hughes-Neel remarked that the comprehensive plan will have tools to assist the City with addressing this concern.

Planning Director Hughes-Neel continued the discussion by noting the correlation between the Mobility Plan and the City's development projects. Planning Director Hughes-Neel reviewed the Mobility Plan Map with the Council noting that it presented the opportunity for :

- Connector Roads to alleviate traffic from Highway 20
- Potential sites for traffic Lights
- Bypass roads
- Bridges

Planning Director Hughes-Neel discussed discrepancies within the Mobility Plan with the Council, leaving room for critiques.

Planning Director Hughes-Neel presented the Needs Plan within the Mobility Plan noting that the drafted map was confusing for her to follow. Planning Director Hughes-Neel noted that the Needs Map needed additional traffic lights, lacked appropriate mediums, and called for major upgrades to roads which infringed upon private properties. Planning Director Hughes-Neel noted that Council should create notes on items they needed clarification on and would like change so they could be addressed at the Special

Meeting with the County. Councilwoman Brannon sought clarity on who advised the County for drafting the maps. Planning Director Hughes-Neel informed the Council that the conversation with the County was very brief and focused on the alleviation of traffic from Highway 20. Councilmembers noted the importance of relieving traffic from Highway 20. City Manager Simmons noted that there was talk of creating a connector road from Publix to the Hammock Bay which would assist in better traffic flow. City Manager Simmons noted that Marquis Way would also be a hot topic at next week's meeting to ease traffic issues. City Manager Simmons expressed his concerns on how the conversation initiated between the County and the City regarding the maps, however he noted that the Board of County Commissioners were ready to open the floor for discussions and to collaborate. City Manager Simmons also noted that the Council should be aware of the cost of the projects and discuss who would be funding it. Councilman Martin noted that every project listed came with a cost and the upgrading of the roads was a necessity for the City. Councilman Martin continued the discussion by highlighting that the sewer and water efforts would be key to the economic growth of the City, noting that he was in favor of the sewer and water department operating as a separate entity further down the line. Councilman Martin emphasized the need for the City to become creative with ways to secure funds being that the City was behind.

Councilman Martin highlighted his concerns regarding the plans sketched out in the maps, noting that a planner from Gainesville designed the future plans for the City. Councilman Martin noted that the top engineers for the City regarding roads were not consulted prior to the design of the plans which raised an area of concern. Councilman Martin furthered the discussion by cautioning Council of the adjacent zones hazards within the mobility plan, noting the importance of local input being vital to the overall success of the City. Planning Director Hughes-Neel noted that the mobility plan fees posed a great threat to affordable housing in the community. Councilwoman Green queried City Attorney Adkinson on the use of sales tax fees as an alternative to the impact fees of the mobility plan.

3. Adjournment

Mayor Barley motioned to adjourn. The meeting adjourned at 6:19 PM.

Mayor

ATTEST:

City Clerk



City of Freeport

REGULAR COUNCIL MEETING MINUTES

May 27, 2021, 6:30 PM

Council Chambers, Freeport City Hall

Council Members Present: Mayor Russ Barley, Councilwoman Amanda Green, Councilwoman Elizabeth Brannon, Councilman Eddie Farris, Councilman Mark Martin, Councilwoman Elizabeth Haffner

Staff Members Present: City Manager Charlie Simmons, City Clerk Malani Robinson, City Attorney Clay Adkinson, Planning Director Latilda Neel, Finance Officer Sara Bowers, Billing Manager Debbie Roberts, Parks Director Travis Digges, Water Supervisor Larry Tuggle, Sewer Supervisor Robert Fawcett, City Planner Adam Williams

1. Meeting Called to Order

The meeting was called to order at 6:31PM by Mayor Barley in the Council Chambers of Freeport City Hall.

2. Invocation and Pledge of Allegiance

The invocation was given by Councilman Farris, followed by the Pledge of Allegiance to the American Flag.

3. Miss Freeport Queens, Miss Walton County Queens, and Miss DeFuniak Queens

Mayor Russ Barley presented the visiting queens as ambassadors of Walton County for 2021. The Miss Freeport Queens, Miss Walton County Queens, and Miss DeFuniak Queens gave introductions to the City Council and thanks for the invitation.

4. Recognition of Guests

5. Consent Agenda

- a. Revenue & Expenditure Report through April 2021
- b. Bills

- c. City Council Meeting Minutes- April 22, 2021
- d. Special Council Meeting Minutes- April 22, 2021
- e. City Council Meeting Minutes- May 11, 2021

6. Public Comment on Consent Agenda

- Councilwoman Haffner noted a name error in the minutes of May 11, 2021.
- Councilwoman Green noted her concern of the vagueness of the Special Council Meeting Minutes of April 22, 2021 seeking the opinion of the other Council members for critiques. The Council recommended that the City Clerk add the PowerPoint from the meeting into the minutes for transparency.

7. Approval of Consent Agenda

Moved by: Councilwoman Haffner

Seconded by: Councilwoman Green

To approve the consent Agenda with recommended changes.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

8. Consideration of Additions/Deletions to Agenda

- Billing- Automated Call Provider
- City Manager- Delete items under Engineering due to their absence.

9. Approval of Agenda with Additions/Deletions

Moved by: Councilman Farris

Seconded by: Councilwoman Brannon

To approve the agenda with the specified additions and deletions.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

10. Staff Reports

a. Water

b. Sewer

c. Parks

d. City Manager

e. City Clerk

f. Finance

1. Interim Financing Advertisement Approval

Finance Officer Sara Bowers presented the Interim Financing Advertisement for approval to the Council to abide by USDA guidelines.

Moved by: Councilman Farris

Seconded by: Councilwoman Haffner

To approve the Interim Financing Advertisement.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

g. Billing

1. Automated Call Provider

Billing Manager Roberts informed the Council that after careful investigation she discovered that there were certain phone companies that excluded customers from receiving the automated disconnect reminder calls. Billing Manager Roberts sought permission to investigate an alternative company that could provide call, text, email or all services to produce better customer service.

Moved by: Councilwoman Haffner

Seconded by: Councilwoman Green

To authorize Billing Manager Roberts to look for an alternative company for automated call reminders.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

2. Sensus Analytics Update

Billing Manager Roberts informed the Council that with the help of Water Supervisor Tuggle she was able to get the new sensus analytics up and running. Billing Manager Roberts noted that the new system provided hourly updates which assisted her in finding water leaks quicker. After testing the new software with Water Supervisor Tuggle to confirm accuracy, Billing Manager Roberts noted that she expects the system to go live next month.

h. Planning

1. Joe Campbell Road Re-Zoning (2nd Reading)

City Planner Williams presented the Joe Campbell Road Re-Zoning before the Council for approval.

Moved by: Councilman Farris

Seconded by: Councilwoman Haffner

To approve the Joe Campbell Road Re-Zoning.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

2. Brannon Re-Zoning (1st Reading)

City Planner Williams presented the Brannon Re-Zoning before the Council which would amend the zoning assignment from residential to commercial use.

Moved by: Councilwoman Green

Seconded by: Councilwoman Haffner

To authorize first reading and to advertise the second reading.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

3. Regency Acquisitions SSA (1st Reading)

City Planner Williams presented the Regency Acquisitions SSA before the Council which would change the parcel of land from rural village to urban development future land use designation, amending the City's Comprehensive Plan. City Attorney Clay Adkinson directed Mr.Scott Jenkins to swear in his statement of intent of use. Councilwoman Green asked for clarity on the location of this parcel.

Moved by: Councilman Farris

Seconded by: Councilman Martin

To authorize first reading and to advertise second reading.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

4. Regency Acquisitions Re-Zoning (1st Reading)

City Planner Williams presented the Regency Acquisitions Re-Zoning before the Council for approval, which would convert this land usage from rural development to high intensity commercial. Mrs.Sherry Parris inquired on the owners knowing about how close it would put them to Highway 20, Planning Director Hughes-Neel informed her that the owners were aware and had design plans to accommodate that.

Moved by: Councilman Farris

Seconded by: Councilman Martin

To authorize first reading and to approve advertisement of second reading.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

5. Hammock Bay Phase III PDP Modification

Planning Director Hughes-Neel presented the Hammock Bay Phase III PDP Modification before the Council seeking approval. Planning Director Hughes-Neel informed the Council that the modification was requested due to the location of Phase B of the project, which is surrounded by wetland buffers, the developer is seeking the reduction of the setback from 15 feet to 10 feet only for Phase B. Councilwoman Green expressed her concern and confusion over the language in Resolution 2018-19 which was the original agreement for this project. Planning Director Hughes-Neel assured Council that the language was what was approved at that meeting. Councilwoman Green encouraged the Council to allow her to research the original agreement and audio from that meeting to confirm. Councilmembers agreed to postpone approval of the Hammock Bay Phase III PDP Modification until the next City Council Meeting.

Moved by: Councilman Farris

Seconded by: Councilman Martin

To continue the Hammock Bay Phase III PDP Modification until the next meeting to allow Councilwoman Green to research.

A roll call vote was ordered, and the vote was as follows:

Councilman Farris: aye

Councilman Martin: aye

Councilwoman Haffner: aye

Councilwoman Brannon: aye

Councilwoman Green: aye

Carried

- i. Legal
- j. Engineering
- 1. ~~Bid Results for 83A Wastewater Improvements~~
- 2. ~~Barrier Free Park Phase Improvements~~

11. Old Business

12. New Business

- a. Mayor Russ Barley
- b. Councilwoman Brannon
- c. Councilman Farris
- d. Councilwoman Green
- e. Councilwoman Haffner
- f. Councilman Martin

13. Public Comment

14. Adjournment

Mayor Barley motioned to adjourn. The meeting adjourned at 7:12PM.

Mayor

ATTEST:

City Clerk

COMMUNICATIONS SITE LEASE AGREEMENT

1. This Lease Agreement (the "Lease") is entered into as of _____, between the _____ ("Lessor"), and SOM1101 LLC ("Lessee").
2. This Lease Agreement is for the lease of space in the buildings and/or tower space on the towers located at the facilities owned by the Lessor located at the water towers having physical addresses of (a) _____, and (b) _____ (each a "Facility" and together, the "Facilities"). The Commencement Date for this Lease shall be _____.

The Commencement Date of this Lease shall be _____.
3. Lessor agrees to provide nine (9) square feet of indoor ground space, at the Facilities, for the Communication Equipment (defined to include all equipment necessary for a send-and-receive antenna system) as agreed to during the Pre-Lease inspection.
4. Lessor agrees to provide space to Lessee for the Communication Equipment at a location as agreed to during the Pre-Lease Inspection.
5. Lessor and Lessee agree to conduct a Pre-Lease Inspection at the Facility prior to the Commencement Date so that an exact location can be agreed to for the placement of the Communication Equipment. The agreed-upon locations shall be appended hereto as Appendix A.
6. Lessor agrees to cover any permit cost associated with 120 Volt AC construction to the facility if required. Any wiring, fixtures, or other electrical needs of Lessee within the site or on the tower shall be Lessee's responsibility and at Lessee's sole expense and responsibility. Any such additional wiring, fixtures, or other electrical improvements shall be completed using established electrical standards, approved by Lessor with such approval not to be unreasonably withheld, and shall become Lessor's property following the termination or non-renewal of this Lease.
7. Lessor shall not be responsible for the interruption of AC power to the site as a result of power failure or supply on the part of the supplying electric utility, its suppliers, or future providers.
8. Lessee, as required, shall make all payments for electrical power supplied to the Facility and used by Lessee.
9. Lessee shall not be required to make any repairs to the Facility unless such repairs shall be necessitated by reason of the default or neglect of Lessee. Upon expiration or termination of this Lease, Lessee shall restore the Facility to the condition in which it existed upon execution of this Lease, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

10. Lessee agrees to hold harmless and indemnify Lessor from any and all responsibility for injury sustained by Lessee, Lessee's employees, Lessee's contractors, or any other person or persons acting for Lessee at the Facility, unless such injury is caused by the gross negligence, reckless or willful misconduct of Lessor. Additionally, Lessee certifies that its employees, contractors, and other personnel acting for Lessee are, as required, trained in Federal Communications Commission ("FCC") and other government guidelines on RF exposure and shall hold harmless Lessor for any injury sustained by Lessor or a third party as a result of RF exposure.
11. Lessee shall, during the term of the Lease, maintain commercially reasonable property coverage on all personal property and fixtures owned by Lessee. Lessee acknowledges that Lessor is not responsible for insuring against the loss of the Communication Equipment. Lessee shall maintain single limit or combined limit general liability insurance policy of an amount not less than one million dollars (\$1,000,000.00) per occurrence.
12. Lessee understands that Lessor makes no guarantee of the suitability or safety of the Facility (including the tower), and Lessee agrees to assume all risk, corporate and personal, for the use of the facilities.
13. Lessor agrees to maintain the Facility in as secure a manner as possible. However, Lessor shall not be responsible for the loss or damage of Communication Equipment due to fire, flood, acts of god, theft, or vandalism.
14. Lessee shall, when requested, provide to Lessor the exact operating frequencies and other technical data that may be requested for each transmitter and receiver, or other such Communication Equipment that Lessee desires to install at the Facility.
15. Lessee, as required, shall be responsible for obtaining any and all permits, easements, licenses, or rights of way by any agency associated with Lessee's operation of Communication Equipment at the Facility.
16. Lessee shall, upon request, provide to Lessor a copy of all permits, easements, licenses, or rights of way required of Lessee for its operation. Additionally, Lessee shall post/attach a copy of its FCC License, or other Government authorization, if required, authorizing Lessee's operation at the Facility, on or near the Communication Equipment.
17. Lessee shall operate the Communication Equipment in a manner that will not cause interference to Lessor and other lessees or licensees of the Facility (collectively, "Other Users"), provided that their installations predate that of the Communication Equipment. Lessee shall cooperate fully in identifying and correcting any interference problems the Communication Equipment may cause

to Other Users of the Facility. Subsequent to the installation of the Communication Equipment, Lessor shall not permit Other Users to permanently install new equipment at the Facility ("Other Equipment"), if such Other Equipment is likely to cause interference with Lessee's operations or the Communication Equipment. Other Users may install Other Equipment temporarily to determine if such harmful interference does in fact occur, and if such interference does occur, must be remedied within 12 hours, to the Lessee's satisfaction at no expense to Lessee, or Other Equipment must be (i) turned off immediately upon determining that the harmful interference cannot be resolved, and (ii) removed by the Other User as soon as reasonably practicable. All Lessee's operations shall be in compliance with all FCC, National Telecommunications and Information Administration, or other regulatory agency requirements.

18. Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Facility in violation of any law or regulation. Lessor represents, warrants and agrees (1) that neither Lessor nor, to Lessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material on, under, about or within the Facility in violation of any law or regulation, and (2) that Lessor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the facility in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Facility is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.
19. Lessor will provide to Lessee one key that operates all locks associated with the Facility. Such key shall not be duplicated. If Lessee misplaces the key and Lessor determines in its sole reasonable discretion that it is in the best interest of the Facility and Other Users to re-key the locks, it shall be Lessee's responsibility to pay for such work performed by a qualified locksmith. The Lessee shall insure that all locks and doors associated with the facility are closed and locked when finished with access to the facility. The key shall be returned to Lessor within 15 days of termination or expiration of this Lease. *Alternate language: Lessor shall promptly make available personnel, given reasonable notice from Lessee, to allow access to any locked portion of the Facility to which Lessee needs access to fulfill the intent and purpose of the Lease.*
20. Lessee shall ensure that all un-needed lights and other electrical devices are in the off position when unneeded and when leaving the Facility.
21. Failure on the part of Lessee to comply with any of the material provisions of this lease (a "Material Breach") shall be grounds for termination of the Lease by

Lessor, and Lessor will be under no further obligation to provide services described in this Agreement; provided, however, that prior to any such termination, Lessor must notify Lessee of the Material Breach and provide Lessee with a thirty-day opportunity to cure such Material Breach (the "Cure Period"). If Lessee is able to cure the Material Breach during the Cure Period, Lessor shall no longer have the right to terminate and this Lease shall continue in full force and effect.

22. If either Party is required to enforce any term or provision of this Lease, the substantially prevailing Party (as determined by a court order) shall be entitled to recover its reasonable costs and expenses, including, but not limited to, its reasonable attorneys' fees, from the other Party. The laws of the State of Florida shall govern this agreement, and venue for any action related hereto shall be in **Walton County**, Florida.
23. If personal property taxes are assessed, Lessee shall pay, or arrange to be paid, any portion of such taxes directly attributable to the Communication Equipment. Lessor shall pay all real property taxes, assessments and deferred taxes on the Property.
24. The following specific Communication Equipment are permitted by this Lease.
- A. Backhaul Antenna(s) for receive signal
 - B. Sector Antenna(s) for send signal
 - C. Communication equipment enclosure/cabinet not occupying more than nine (9) square feet as specified in Section 3
 - D. Hardware required to ground communication equipment as necessary if it does not exist.
 - E. Optical fiber and low voltage cable(s) for both power and data transmission between communication equipment and antennas
 - F. Optical fiber from the street or overhead wires to the ground facility.
 - G. Hardware required to ground communication equipment and antennas including but not limited to ground wire, ground Bus bars, or ground clamps
25. The Term of this Lease shall be for a period of **one** year starting on the Commencement Date (the "Initial Term"), and shall be automatically renewed for **nine additional one-year** terms at the expiration of the previous one-year term (each an "Extension Term"), unless Lessee notifies Lessor, in writing, of its intent to terminate the Lease at the end of the then-current Term, 30 days prior to expiration of the then-current Term. The Communication Equipment shall be removed from the Facility on or before the date of Lease expiration.
26. Lessee shall pay Lessor **one dollar (\$1.00) per month** per Facility (tower), a total of annually, payable in advance, for each month of the Initial Term and

every Renewal Term, to the address set forth by Lessor in the signature block hereto or such other address as Lessor may specify in writing to Lessee.

27. Lessee shall have the right to terminate the Lease in its sole discretion at any time with 30 days' written notice to Lessor. In the event of such termination for convenience, Lessee shall remove all of the Communication Equipment from the Facility at any time on or before the expiration date, and notify Lessor when such removal has been accomplished.
28. Either Party may assign this Lease to any successor to its business resulting from a merger, sale of assets, or similar transaction. Lessee may not assign this Lease in any other circumstances without Lessor's prior written consent, which shall not be unreasonably withheld. This Lease will inure to the benefit of and be binding upon the successors and assigns of Lessor, and the successors and permitted assigns of Lessee.
29. This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
30. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth in the signature blocks below.

WHEREFORE, Lessor and Lessee, or their duly authorized representatives, have signed below.

[XXXX]

By:

Date

[xxx]

SOM1101 LLC

By:

Date

355 Bulldog Road, Unit 101
Freeport FL 32439

APPENDIX A

[To be filled in]



THE CITY OF
FREEPORT, FLORIDA
POST OFFICE BOX 339 FREEPORT, FL 32439

To: City Council

From: Sara Bowers, Financial Officer

Date: June 2, 2021

Re: Water and Wastewater Capacity Fees

Two developments have recently paid their capacity fees to the city. These fees were paid based on Ordinance #2019-03, which states in part in Section 20-193, "The Capacity Fee(s) stated in this section shall be due and payable, in full, at the time an application for a Development Order is applied for." Section 20-200 of this ordinance provides for one hundred percent (100%) of the water capacity fees to be placed into the primary operating account of the city's water system and twenty-five (25%) of the wastewater capacity fees to be placed into the primary operating account of the city's wastewater system, with the remaining seventy-five (75%) placed into a reserve account.

It is staff's understanding that the actual taps for these two developments will not be established until requested and this request will probably not occur this year. Based on this fact, staff is respectfully requesting council approval to place one hundred percent (100%) of the water capacity fees paid by these developers (\$387,830.54) into the city's water capacity fee account. Likewise, staff is also requesting council approval to transfer the twenty-five (25%) of the wastewater capacity fees paid by these developers (\$614,525.53) from the wastewater operating account into the wastewater capacity fee account. This will help ensure the funds are available once these developers start requesting water and wastewater services and at that time, staff will request council approval to transfer these funds back to their respective primary operating accounts.

RESOLUTION 2021-____

WHEREAS, the City of Freeport's Land Development Code provides that some developments within the City of Freeport to be designated as Planned Development Projects (PDPs); and

WHEREAS, Genre Holdings has plans to develop a project known as Hammock Bay Phase III Residential Planned Development Project; and

WHEREAS, the proposed development by Genre Holdings is located on approximately 285.6 acres, which exceeds the minimum of five (5) acres required for a Residential PDP; and

WHEREAS, Genre Holdings has made application to the City of Freeport to have their proposed project designated as a Residential Planned Development Project; the project containing property assigned Parcel Identification Numbers 29-1S-19-23000-001-0000 and 30-1S-19-23000-001-0000; containing 285.6 acres +/- and being approved specifically for a residential project to contain the following:

550 single family lots

5% commercial acreage

Variances granted/conditions to this approval via Resolution 2018-19:

3.05.03 Rural Village (RV)

Requirement	Required	Requested
F.1 Minimum lot area	3/8-acre	1/7 acre
F.2 Lot coverage/ISR	30%	70%
F.3 Lot Width	100'	50'
F.4 Front Yard	25'	20'
F.5 Rear Yard	25'	15'
F.6 Side Yard	10'	5'
F.7 Allowing RV Park Use within the 5% commercial that is allowable within the Rural Village land use designation.		

An additional setback variance requested under this Resolution 2021-____: to include a variance to reduce the rear setback for single-family residential lots in Pod B from 15 feet to 10 feet.

WHEREAS, the proposed development known as Hammock Bay Phase III meets the criteria under the City's Land Development Code to be designated as a Residential Planned Development Project; and

NOW THEREFORE BE IT RESOLVED by the City Council of Freeport, Florida that the proposed development known as Hammock Bay Phase III, being developed by Genre Holdings is hereby revised as specified.

ADOPTED this ____ day of _____ 2021.

FREEPORT CITY COUNCIL

Mayor

ATTEST:

City Clerk

**APPLICATION FOR PETITION TO VACATE, ABANDON, DISCONTINUE AND
CLOSE, RIGHTS-OF-WAY, PLATS, EASEMENTS**

This application must be submitted to the Planning Department with all attachments and other items listed on the Instruction Sheet. Applications may not be reviewed until all required items are furnished. Please note that the vacation requested must be justified and the filing of the application or appearance at the public hearing does not assure approval of said application. The Petitioner or his/her representative is/are required to appear in person at the public hearing.

1. Name of Petitioner: Freeport Residential, LLC
Mailing address: 36008 Emerald Coast Parkway, Suite 301
City: Destin State: FL Zip: 32541 Phone: 850-837-1386
Email address: bob@bobmcgill.com

2. Name of Representative: Robert E. McGill, III
Mailing address: 36008 Emerald Coast Parkway, Suite 301
City: Destin State: FL Zip: 32541 Phone: 850-837-1386
Email address: bob@bobmcgill.com

3. Surveyor's Name: Full Scope Surveying, LLC (Attn: Doug Meeker)
Mailing address: 18049 Hwy 331 South
City: Freeport State: FL Zip: 32439 Phone: 850-880-6215
Email address: wmeeker@fullscopesurveying.com

4. Location of area to be vacated: Lot 1 - Angler Drive, Freeport, FL
Legal Description: A PARCEL OF LAND BEING A PORTION OF THE COMMON AREA/ENTRY LANDSCAPING AND PRIVATE RIGHT OF WAY OF ANGLER DRIVE, OF RIVERWALK PHASE 1, AS RECORDED IN PLAT BOOK 18, PAGE(S) 13, 13A-13E, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, RIVERWALK PHASE 1, AS RECORDED IN PLAT BOOK 18, PAGE(S) 13, 13A-13E, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 13.21 FEET; THENCE SOUTH 18 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 22.94 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 24 SECONDS EAST, A DISTANCE OF 419.33; THENCE SOUTH 18 DEGREES 52 MINUTES 51 SECONDS WEST, A DISTANCE OF 52.51 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 45 SECONDS WEST, ALONG A LINE LYING 5.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF ANGLER DRIVE (A 40 FEET WIDE PRIVATE RIGHT OF WAY), A DISTANCE OF 437.18 FEET TO A POINT PERPENDICULAR TO A POINT OF CURVE ON SAID CENTERLINE; THENCE NORTH 01 DEGREES 25 MINUTES 15 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE

CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 80.00 FEET. AND BEING SUBTENDED BY A CHORD BEARING NORTH 51 DEGREES 07 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 97.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.58 FEET TO THE SOUTH BOUNDARY LINE OF AFORESAID LOT 1; THENCE SOUTH 89 DEGREES 02 MINUTES 29 SECONDS EAST, ALONG SAID LOT LINE A DISTANCE OF 117.62 FEET TO THE POINT OF BEGINNING.

Name of Subdivision: Riverwalk Phase I

Street address: none available – Lot 1 - Angler Drive, Freeport, FL

5. Is the proposed vacation platted X or an unrecorded subdivision _____
See Exhibit A shows existing plat and portion previously vacated (highlighted in yellow)
and Lot 1 is highlighted in orange (to be vacated).

6. What is the current zoning of the proposed vacation? Property is in a planned development project.

7. Is there a Homeowner's Association: Yes, Riverwalk Homeowners' Association of Walton County, Inc.

President's Name: Robert E. McGill, III

Mailing address: 36008 Emerald Coast Parkway, Suite 301

City: Destin State: FL Zip: 32541 Phone: 850-837-1386

Email address: bob@bobmcgill.com

8. Statement Explaining reason for requested vacation: _____
Surrounding lots have previously been vacated. The remaining Lot 1 still needs
to be vacated to be included in the multifamily parcels.

9. Submit Signed Petition for Vacation: See attached Exhibit B

10. Fee schedule: \$350.00

The undersigned understands this Application and all other applicable items listed on the Instruction Sheet must be submitted completely and accurately before a hearing can be scheduled. The undersigned further understands that this process may take up to two (2) months to finalize. The County reserves the right to request additional information it may deem necessary in processing this application.

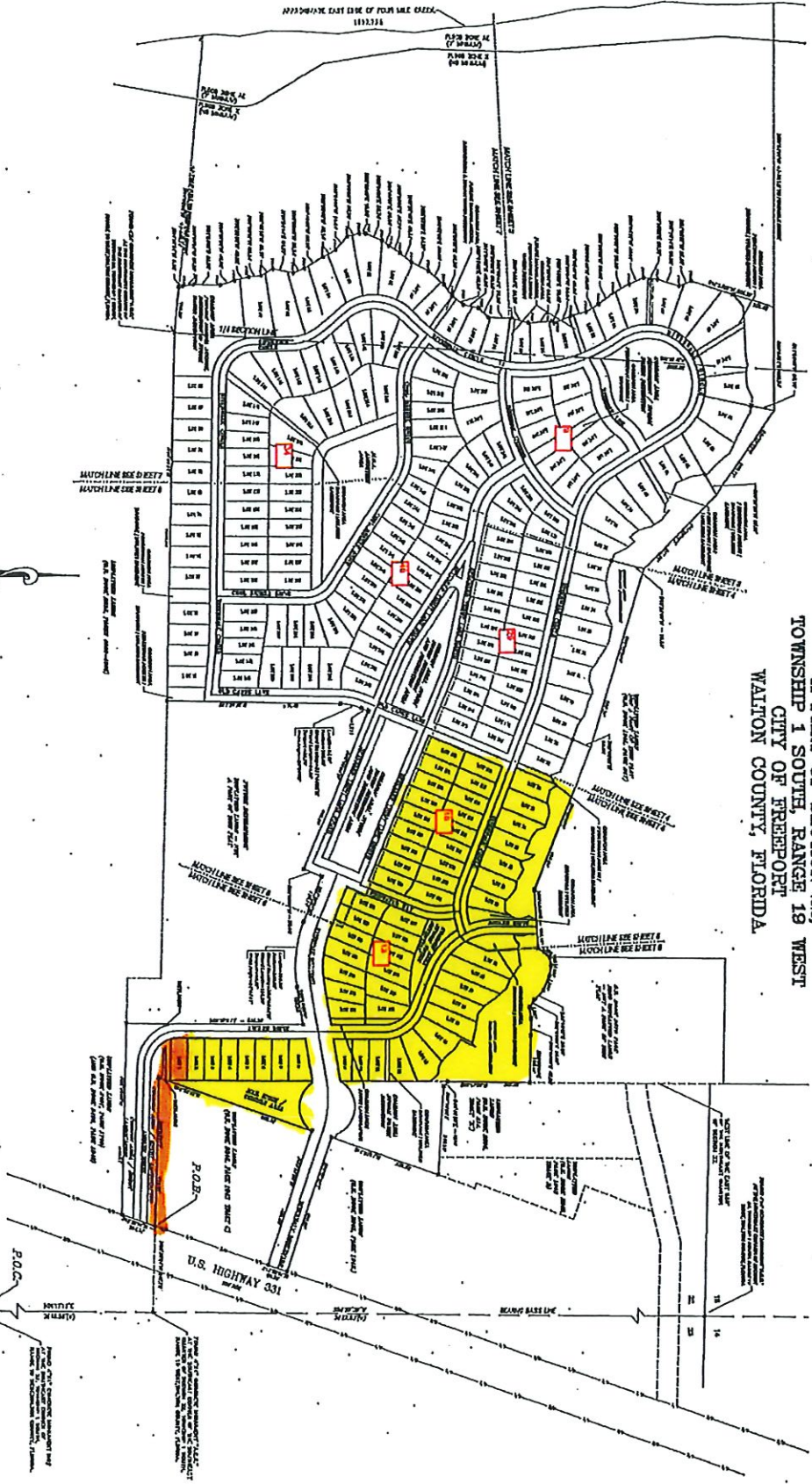
Signature(s): R. D. E. McLean Date: 5/21/21

Signature(s): _____ Date: _____

This application and documents submitted are public record pursuant to Ch. 119, F.S.

RIVERWALK PHASE I A PART OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 19 WEST CITY OF FREEPORT WALTON COUNTY, FLORIDA

PLAT BOOK 19 PAGE 13A
 SHEET 2 OF 3 SHEETS



SYMBOL	DESCRIPTION
1	1' WIDE
2	2' WIDE
3	3' WIDE
4	4' WIDE
5	5' WIDE
6	6' WIDE
7	7' WIDE
8	8' WIDE
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99	99' WIDE
100	100' WIDE

GRAPHIC SCALE

- SYMBOLS & ABBREVIATIONS**
- 1" = 1' WIDE
 - 2" = 2' WIDE
 - 3" = 3' WIDE
 - 4" = 4' WIDE
 - 5" = 5' WIDE
 - 6" = 6' WIDE
 - 7" = 7' WIDE
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PETITION TO VACATE A PORTION OF RIVERWALK PHASE 1 PLAT

The petitioner Freeport Residential, LLC, whose address is 36008 Emerald Coast Pkwy, Destin, FL, and whose telephone number is 850-837-1386, submits this application to the City Council of the City Of Freeport, Florida, to vacate a portion of the Tenant recorded at Plat Book 18, Page 13 of the Public Records of Walton County, Florida, the legal description of which is described as follows:

A PARCEL OF LAND BEING A PORTION OF THE COMMON AREA/ENTRY LANDSCAPING AND PRIVATE RIGHT OF WAY OF ANGLER DRIVE, OF RIVERWALK PHASE 1, AS RECORDED IN PLAT BOOK 18, PAGE(S) 13, 13A-13E, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, RIVERWALK PHASE 1, AS RECORDED IN PLAT BOOK 18, PAGE(S) 13, 13A-13E, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 57 MINUTES 39 SECONDS WEST, A DISTANCE OF 13.21 FEET; THENCE SOUTH 18 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 22.94 FEET; THENCE SOUTH 88 DEGREES 35 MINUTES 24 SECONDS EAST, A DISTANCE OF 419.33; THENCE SOUTH 18 DEGREES 52 MINUTES 51 SECONDS WEST, A DISTANCE OF 52.51 FEET; THENCE NORTH 88 DEGREES 34 MINUTES 45 SECONDS WEST, ALONG A LINE LYING 5.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF ANGLER DRIVE (A 40 FEET WIDE PRIVATE RIGHT OF WAY), A DISTANCE OF 437.18 FEET TO A POINT PERPENDICULAR TO A POINT OF CURVE ON SAID CENTERLINE; THENCE NORTH 01 DEGREES 25 MINUTES 15 SECONDS EAST, A DISTANCE OF 25.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; SAID CURVE HAVING A RADIUS OF 80.00 FEET. AND BEING SUBTENDED BY A CHORD BEARING NORTH 51 DEGREES 07 MINUTES 48 SECONDS WEST, AND A CHORD DISTANCE OF 97.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 104.58 FEET TO THE SOUTH BOUNDARY LINE OF AFORESAID LOT 1; THENCE SOUTH 89 DEGREES 02 MINUTES 29 SECONDS EAST, ALONG SAID LOT LINE A DISTANCE OF 117.62 FEET TO THE POINT OF BEGINNING.

Parcel ID #22-1S-19-23040-000-0010

Petitioner shows that it has complied with the provisions and requirements of Section 177.101, Florida Statutes by posting the appropriate advertising in the DeFuniak Springs Herald and Beach Breeze newspaper (a Florida Statute, Chapter 50 Newspaper) (See Exhibit 1 attached hereto);

Petitioner further shows that the above-described property is situated within the city limits of the City of Freeport, Florida, and that the vacation of said area will not affect the ownership or right of convenient access of persons in any way whatsoever;

Petitioner further states that it will post signs on the subject property described above giving notice of intent to Petition the City of Freeport to vacate that portion of the Riverwalk Phase 1 Plat covering the area described above, in accordance with Florida Statutes and in accordance with the policies and procedures Ordinances and Land Development Code for the City of Freeport, Florida.

Wherefore, Petitioner prays that the City Council for the City of Freeport accept the filing of this Petition and set the same for a public hearing, which will be advertised pursuant to the provisions of Florida

Statutes, at which time the City Council may adopt a resolution vacating, abandoning, discontinuing and/or closing the subject area described above.

Petitioner

Freeport Residential, LLC

By: 

Its: Manager

NOTICE OF INTENT

Application for Vacation

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN, pursuant to F.S. 177.101, that Freeport Residential, LLC, intends to submit to the Walton County Board of County Commissioners a Petition for Vacation of a portion of Riverwalk Phase 1 Subdivision. The legal description(s) of the land to be vacated is more specifically described as follows, to-wit:

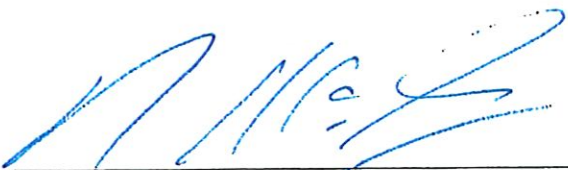
A PARCEL OF LAND BEING A PORTION OF THE COMMON AREA/ENTRY LANDSCAPING AND PRIVATE RIGHT OF WAY OF ANGLER DRIVE, OF RIVERWALK PHASE 1, AS RECORDED IN PLAT BOOK 18, PAGE(S) 13, 13A-13E, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Parcel ID #22-1S-19-23040-000-0010

Dated in Destin, Florida, this 6th day of May, 2021.

Freeport Residential, LLC



By: Robert E. McGill, III

Its: Manager

The BREEZE combined with
The DeFuniak Springs Herald
Published Weekly
DeFuniak Springs, Florida 32435

STATE OF FLORIDA

Before the undersigned authority personally appeared Gary B. Woodham, who on oath says that he is the editor-publisher-manager of THE DeFuniak Springs-Herald Breeze, Inc., a Florida newspaper published at DeFuniak Springs in Walton County, Florida; that the attached copy of advertisement being

NOTICE OF INTENT

in the matter of

APPLICATION FOR VACATION

In the Circuit Court for Walton County, Florida, was published in said newspaper in the issue(s) of

MAY 12, 19

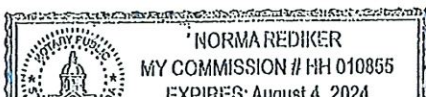
Affiant further says that the said The DeFuniak Springs Herald-Breeze, Inc. is a newspaper published at DeFuniak Springs, in said Walton County, Florida, and that the said newspaper has heretofore been continuously published in said Walton County, Florida, each week and has been entered as periodicals matter at the post office in said Walton County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Gary B. Wood

known to me personally,
Sworn to and subscribed before me on this the

19 day of May, A.D., 2021

Norma Rediker



NOTICE OF INTENT

Application for Vacation
TO WHOM IT
MAY CONCERN:

NOTICE IS HEREBY GIVEN, pursuant to F.S. 177.101, that Freeport Residential, LLC, intends to submit to the Walton County Board of County Commissioners a Petition for Vacation of a portion of Riverwalk Phase 1 Subdivision. The legal description(s) of the land to be vacated is more specifically described as follows, to-wit:

A PARCEL OF LAND BEING A PORTION OF THE COMMON AREA ENTRY LANDSCAPING AND PRIVATE RIGHT OF WAY OF ANGLER DRIVE, OF RIVERWALK PHASE 1, AS RECORDED IN PLAT BOOK 18, PAGE(S) 13, 13A-13E, OF THE PUBLIC RECORDS OF WALTON COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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OF 117.62 FEET TO THE POINT OF BEGINNING.

Parcel ID
#22-18-19-23040-000-0010

Dated in Destin, Florida, this
6th day of May, 2021.

Freeport Residential, LLC

By: Robert E. McGill, III
Its: Manager

3424Z 5-12,19



RHONDA SKIPPER

WALTON COUNTY TAX COLLECTOR

May 20, 2021

ROBERT E. MCGILL III PA
36008 EMERALD COAST PKWY SUITE 301
DESTIN FL 32541

RE: TAXES FOR 22-1S-19-23040-000-0010 & 22-1S-19-23040-000-00A0

Dear Mr. McGill,

I have certify that all taxes are paid thru 2020 tax year for the above referenced accounts.
Taxes for 2021 will be due and payable in November of 2021.

If you have any further questions, please do not hesitate to contact our office.

Sincerely,

Kaye Hutchinson

Kaye Hutchinson CFCA/CPM
Property Tax Administrator
Walton County Tax Collector Office



Vacation Tax Clearance Form

Florida Statutes: Title XII

§177.101 Vacation and annulment of plats subdividing land

§177.101(4): Persons making application for vacations of plats, either whole or in part, shall give notice of their intention to apply to the governing body of the county to vacate said plat by publishing legal notice in a newspaper of general circulation in the county in which the tract or parcel of land is located, in not less than two weekly issues of said paper, and must attach to the petition for vacation the proof of such publication, together with certificates showing that all state and county taxes have been paid.

As a result of the above statute, you are required to provide this form signed by the Walton County Tax Collector's Office certifying that the taxes on the property proposed to be vacated have been paid through the current tax year.

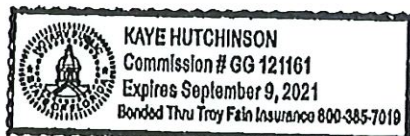
Date: May 20, 2021

I, Kaye Hutchinson, hereby certify that the property taxes on **Lot 1 of RIVERWALK PHASE 1, Parcel ID #22-1S-19-23040-000-0010 and Parcel ID #22-1S-19-23040-000-00A0 (a portion -- entry road to Riverwalk Subdivision)** has been paid through the current tax year.

Rhonda Skipper
Walton County Tax Collector
571 East Nelson Avenue
DeFuniak Springs, FL 32433
850-892-8121

By: Kaye Hutchinson
Print Name: Kaye Hutchinson
Title: Property Tax Administrator

(SEAL)



City of Freeport Planning and Zoning

Receipt



112 State Hwy 20 W
Freeport, FL 32439
Phone (850) 835 2340 Fax (850) 835 3137

From

Date

Freeport Residential LLC
36008 Emerald Coast Pky Ste 301
Destin, FL 32541

28-May-21

Check #	Category/Project Name
1068	Petition to Vacate/Riverwalk Ph 1 Lot 1

Qty	DESCRIPTION	UNIT PRICE	AMOUNT
1	Application Fee	\$ 350.00	\$350.00
total			\$25.00

Walton County School Amended Interlocal Agreement

APPROVED BY

Amended and Restated

APR 20 2021

**INTERLOCAL AGREEMENT FOR
PUBLIC SCHOOL FACILITIES PLANNING**

WALTON COUNTY SCHOOL BOARD

This agreement is entered into between the Walton County Commission (hereinafter referred to as "County"), the City Councils of the Cities of DeFuniak Springs, Freeport and Paxton (hereinafter referred to as "Cities"), and the School Board of Walton County (hereinafter referred to as "School Board" or "School District")

WHEREAS, this interlocal agreement was initially executed on August 26, 2003, and has been updated to reflect changes in state concurrency legislation relating to public schools as provided in Laws 2005, c. 2005-290 ("Senate Bill 360"), which became effective July 1, 2005; Chapter 2011-139, Laws of Florida; and

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes (F.S.), require each county and the non-exempt municipalities within that county to maintain an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the School Board has the statutory and constitutional responsibility to provide a uniform system of free and adequate public schools on a countywide basis; and

WHEREAS, it is mutually beneficial for the County, Cities, and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities needed to serve the children of Walton County; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries, including the authority to approve or deny comprehensive plan amendments, rezonings, and other development orders that generate students and impact the school system, and the Cities have similar jurisdiction within their boundaries.

WHEREAS, the School Board, the County, and the Cities enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above;

NOW THEREFORE, be it mutually agreed between the School Board of Walton County, the Board of County Commissioners of Walton County, the City Councils of DeFuniak Springs, Freeport and Paxton, the following procedures will be followed in coordinating land use and public-school facilities planning:

SECTION 1. STUDENT ENROLLMENT AND POPULATION PROJECTIONS

- 1.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.
- 1.2 The School Board shall utilize both district-wide student population projections, which are based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, F.S., where available, and projections based on the Education Service Areas (ESA) established in Section 4 of this Agreement. These projections may be modified by the School Board based on local development trends.
- 1.3 The School Board, working with the County and Cities, will allocate projected student enrollment throughout the district into Education Service Areas to reflect development trends and ensure district-wide projections are not exceeded. The initial Education Service Areas (ESA) are established and described in Subsection 3.4.

SECTION 2. COORDINATING AND SHARING OF INFORMATION

2.1 District Educational Facilities Work Plan: The School Board shall submit to the County and each City the District Educational Facilities Work Plan prior to adoption by the Board. The Cities and County shall review the plan and provide written comment to the School Board within 15 days on the consistency of the plan with the local comprehensive plan, and whether a comprehensive plan amendment will be necessary for any proposed educational facility. The School Board shall provide the final adopted plan to the County and Cities within 15 days after adoption.

2.1.1 The District Educational Facilities Work Plan is defined in Section 1013.35, F.S., as “the comprehensive planning document prepared annually by the district school board and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the affected general-purpose local governments”. The plan shall be consistent with the requirements of Section 1013.35, F.S., and shall include the projected student population apportioned geographically by ESA, an inventory of existing school facilities, projections of facility space needs, information on leased, loaned, and donated space and relocatables, and general locations of new schools and anticipated closures of existing schools for the 5, 10, and 20 year time periods.

2.1.2 The plan shall also include a district facilities work program (“Work Program”) for the subsequent 5-year period, each year adding an additional “fifth year.” The Work Program shall include:

- (a) all planned school facility projects, which include new construction, expansions, remodeling, and renovations that will create additional capacity;
- (b) existing and projected enrollment of existing and planned school facilities;
- (c) the year in which each planned school facility will be undertaken;
- (d) the source of funding for each planned school facility and the year in which the funding becomes available;
- (e) the capacity created by each planned school facility; and

(f) necessary data and analysis supporting the proposed Work Program.

2.2 Educational Plant Survey: The School Board shall submit a draft of the Educational Plant Survey (required at least once every 5 years) to the County and each City at least 30 days prior to adoption by the School Board. The County and Cities will evaluate and make recommendations to the School Board, if any, within 15 days regarding the consistency of planned school facilities, including school renovations and closures, with their local government comprehensive plans.

2.3 Growth and Development Trends: On February 1st of each year, local governments will provide the School Board with a report on growth and development trends within their jurisdiction. This report will include information on issues that may have an impact on school facilities and student enrollment such as

- (a) future land use map amendments and rezonings which increase residential densities;
- (b) residential building permits issued during the preceding year and their location; and
- (c) approved subdivision plats and multi-family residential site plans.

2.4 Public School Facilities Capacity Tracking: The School Board will maintain a Public Schools Facilities Capacity Tracking System that is consistent with the School Board's 5-year Capital Facilities Work Program and the interlocal agreement, as amended.

2.5 School Board review of school-related land use decisions: All school-related amendments of the comprehensive plan and rezonings shall be provided to the School District at least 45 days prior to hearing by the **local planning agency**. The School District shall review the school-related amendments and provide comments in writing at least (15) fifteen days prior to the hearing before the local planning agency. The School District may at its discretion provide comments at the local planning agency hearing and at subsequent hearings by the local governing body.

2.6 School Board review of plats and site plans: The County and Cities will provide an opportunity for the School District to review and comment regarding plats and site plans submitted for approval in accordance with procedures and timelines established by the local government.

2.7 School Board participation in scheduled Evaluation and Appraisal procedures: County, City, and School Board staff working groups will meet to address needed updates to school-related plan provisions at the time of the Evaluation and Appraisal Report.

SECTION 3. SCHOOL CAPACITY TRACKING

3.1 This section establishes procedures for implementation of a countywide school capacity tracking system. The key components of school capacity tracking are listed below:

- (a) Level of Service (LOS) standards;
- (b) Education Service Areas (ESA);
- (c) Procedures for monitoring school demand and capacity
- (d) Mitigation options and processes; and
- (e) The 5-Year Work Program for school facilities.

3.2 Applicability: School capacity tracking shall apply only to residential uses that generate demands for public school facilities.

3.3 Level-of-Service (LOS) Standards: The LOS standards set forth herein shall be applied for purposes of implementing school capacity tracking which is one of a number of factors in determining if a school can accommodate additional students.

3.3.1 The LOS standards to be used by the School Board to implement school capacity tracking shall be as follows:

- (a) Elementary: 100% of permanent student stations.
- (b) Middle: 100% of permanent student stations.
- (c) High: 100% of permanent student stations.

3.4 Education Service Areas: The Education Service Areas (ESAs) are established and delineated as shown by Figure 1.

3.4.1 ESAs may be modified at the discretion of the Walton County School District to maximize available school capacity and make efficient use of new and existing public-school facilities in accordance with the LOS standards set forth in this agreement, taking into account school policies to:

- (a) minimize transportation costs,
- (b) limit maximum student travel times,
- (c) balance existing and projected enrollment with available and planned capacity;
- (d) recognize capacity commitments resulting from local governments' development approvals, and
- (e) effect desegregation plans, and
- (f) achieve socio-economic, racial, and cultural diversity objectives.

3.5 Demand Monitoring and Evaluation: The School Board will utilize the Department of Education COHORT Report, supplemented by information within the County and Cities' annual Growth and Development Trends Report defined in Section 2.3 above, to facilitate demand projection and student generation rate trends. The School Board may adjust the information derived from these annual reports if more current information is expected to significantly impact growth and development trends reflected in the most recent report(s).

3.5.1 Notification of residential development: For tracking purposes, the County and Cities will notify the School District of residential plats and site plans submitted for approval including the location and the number and type of residential units proposed.

3.5.2 The Staff Working Group, which is comprised of representatives from the Facilities Planning Department for the School Board, the County Planning and Development Services Department, the Cities of DeFuniak Springs, Freeport and Paxton, shall monitor and evaluate the school capacity tracking system as part of the Oversight Process noted in Section 9 of this agreement. The Working Group shall monitor specific parameters of the school capacity tracking system, including:

- (a) School capacity projections relative to anticipated growth patterns in the School Education Service Areas;
- (b) Ability to maintain the Level of Service (LOS) standards with projects listed in the adopted 5-Year Work Program;

The Staff Working Group will address any deficiencies to the above parameters identified by the members at their annual March meeting. The Working Group's annual (or interim) report to the participating local governments and the School Board subsequent to this meeting shall include its monitoring results and any recommended actions or suggested amendments to be made based thereon.

3.6 Process for Determining School Capacity:

(a) Definitions: The terms used in this subsection are defined as follows:

1. *Available school capacity* - the circumstance where there is sufficient school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.
2. *Capacity* - the number of permanent student stations as defined by the School District in the Five-Year District Facilities Plan.
3. *Existing school facilities* - school facilities constructed and operational at the time an inquiry is initiated.
4. *FISH Manual* - the document entitled "Florida Inventory of School Houses (FISH)," current edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").
5. *Permanent FISH Capacity* - capacity that is added by "permanent buildings," as defined in the FISH Manual.
6. *Planned school facilities* - school facility capacity that will be in place or under actual construction within five (5) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted 5-Year Work Program.
7. *Previously Approved Development* - development approved as follows:
 - a. Single family lots of record having received final plat approval.
 - b. Multi-family residential development having received final site plan approval.
8. *Student Station* - Permanent buildings providing classrooms and core facilities sufficient to accommodate a single student
9. *Total school facilities* - Existing school facilities and planned school facilities.
10. *Used capacity* - School facility capacity consumed by preexisting development.
11. *Work Program* - the financially feasible 5-year School District Facilities Work Program adopted pursuant to Section 1013.35, Florida Statutes. Financial feasibility shall be determined using professionally accepted methodologies.

(b) Application Review Process:

1. Walton County, the Cities and the School Board will cooperate to maintain the minimum Level of Service Standard established for each school type by evaluating school capacity as part of the Future Land Use Map amendment process. No new residential comprehensive plan amendment may be approved by the County or Cities, until a School Capacity Availability Determination Letter has been issued indicating that adequate school facilities exist or are planned for in the 5-year School District Facilities Work Plan. This requirement shall not limit the authority of a local government to deny a comprehensive plan amendment or its functional equivalent, pursuant to its home rule regulatory powers.
2. Any developer submitting a comprehensive plan amendment application or a rezoning application with a residential component must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School District.

- a. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), and age restrictions for occupancy, if any.
 - b. The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency, the local government shall transmit the School Impact Analysis to the School District for review.
- 3. The School District will verify whether sufficient student stations for each type of school are available to support the development or can be reasonably accommodated. The process is as follows:

- a. The School District shall review the School Impact Analysis for residential developments which have been submitted and deemed sufficient for processing by the applicable local government.
 - b. The School District shall review each School Impact Analysis in the order in which it is received and shall issue a School Capacity Availability Determination Letter to the applicant and the affected local government within fifteen (15) working days of receipt of the application.
 - c. The School District may charge the applicant a non-refundable application fee payable to the School District to meet the cost of review.

(c) **School Capacity Calculations:** The School Board will determine whether adequate school capacity exists for a proposed comprehensive plan amendment or rezoning, based on the LOS standards, the ESA within which the property is located, and other standards set forth in this Agreement, as follows

- 1. Calculate total school facilities within the ESA by adding the capacity provided by existing school facilities to the planned school facilities included in the first five (5) years of the Educational Facilities Work Plan.
- 2. Calculate available school capacity by subtracting from the total school facilities the sum of:
 - a. Used capacity;
 - b. The portion of total capacity projected to be required during the first five (5) years of the Educational Facilities Work Plan; and
 - c. the demand on schools created by the proposed development.

3.7 Capacity Enhancement Agreement: In the event that there is not sufficient capacity in the affected ESA, the School District may consider a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the property.

- 1. Acceptable mitigation may include (1) the donation of land suitable for public school facilities, (2) the construction of educational facilities or (3) the contribution of funds for such purposes. The value of such contributions must be roughly proportionate to the demand created by the actual development of the lands included in the comprehensive plan amendment. Proportionate share will be calculated by multiplying the number of additional student stations projected to be generated by the amendment by the average cost per student station.
- 2. The developer, the School District and the local government must be parties to the agreement.

3. The School District must certify that the proposed mitigation will serve to maintain the adopted Level of Service within the affected ESA and that any mitigation derived from the agreement will be included within the a financially feasible 5 Year District Work Plan which satisfies the capacity needs created by the proposed comprehensive plan amendment or rezoning.

SECTION 4. SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL SCHOOL CLOSURES

- 4.1 When the need for a new school is identified in the district educational facilities plan, the School Board will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan. Based on information gathered during the review, the local government will submit recommendations to the Superintendent or designee.
- 4.2 At least 30 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 20 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to Sections 1013.33(9) and (10), F.S.
- 4.3 In conjunction with the preliminary consistency determination described at subsection 4.2 of this agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

SECTION 5. LOCAL PLANNING AGENCY, AND COMPREHENSIVE PLAN AMENDMENTS

- 5.1 The County and Cities will allow an advisory representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend and provide comments at those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may, at their discretion, grant voting status to the School Board member.

SECTION 6. CO-LOCATION AND SHARED USE

- 6.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, colocation and shared use opportunities will be considered by the local governments when preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

- 6.2 A separate agreement will be developed for each instance of co-location and shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

SECTION 7. RESOLUTION OF DISPUTES

- 7.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.
- 7.2 The parties hereby acknowledge and agree that it is not the intent of any party to this agreement to confer any rights on any person or entities other than the parties to this agreement. No person or entity not a party to this agreement shall have any claim or cause of action against either the County, the Cities or the School Board for the failure of any party to perform in accordance with the provisions of this Agreement.

SECTION 8. OVERSIGHT PROCESS

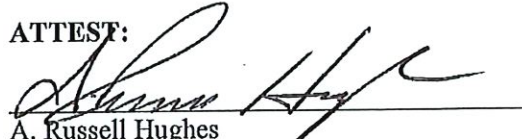
- 8.1 The Staff Working Group shall monitor implementation of the interlocal agreement, including monitoring and evaluation of the school capacity tracking system. The Facilities Planning Department for the School Board will coordinate the annual meeting with the County Director of Planning and Development Services and City Planners to publicize the meeting and provide an opportunity for public participation.

SECTION 9. AMENDMENT AND TERMINATION OF AGREEMENT

- 9.1 This agreement may be amended by mutual adoption by all parties as the situation warrants. Any party may elect to withdraw from participation in this agreement upon official action of its governing body and after 60 days written notice to all other parties to this agreement. In such a case, the withdrawing party and the School Board may be subject to sanctions from the Administration Commission and the Department of Education unless they enter into a separate agreement within sixty (60) days that satisfies all the relevant requirements of Florida Statutes. Any separate agreement must be consistent with the uniform district wide school capacity tracking system.

IN WITNESS WHEREOF, this amended Interlocal Agreement has been executed by and on behalf of Walton County Board of County Commissioners, the Cities of Paxton, DeFuniak Springs, and Freeport, and the School Board of Walton County, Florida, on the dates as set forth below:

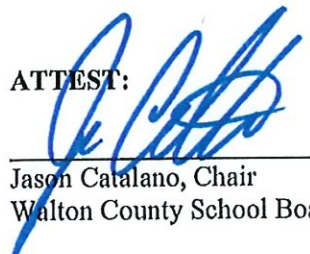
ATTEST:


A. Russell Hughes
Walton County Superintendent of Schools

4-20-21

Date

ATTEST:


Jason Catalano, Chair
Walton County School Board

APPROVED BY

Date

APR 20 2021

ATTEST:

Ann Sexton, Mayor
City of Paxton

Date

ATTEST:

Bob Campbell, Mayor
City of DeFuniak Springs

Date

ATTEST:

Russ Barley, Mayor
City of Freeport

Date

ATTEST:

Trey Nick, Chair
Walton County Board of County Commissioners

Date

**HAMMOCK BAY FREEPORT MASTER ASSN, INC
C/O ABSOLUTE CAM SERVICES, LLC
3999 COMMONS DR W- SUITE M
DESTIN, FL 32541**

May 20, 2021

City of Freeport

This letter is to inform you that the Hammock Bay Freeport Master Association has approved a car/golf cart parade to be held on July 3, 2021 at 9:00am. The parade will start at the entrance of Hammock Bay and go down Great Hammock Bend to the Town Green area. Walton County Emergency is handling traffic coordination.

Warm Regards,

Debbie Hughes, CMCA AMS, CAM
President
Absolute CAM Services, LLC
3999 Commons Drive W, Suite M
Destin, FL 32541

Katherine I. Harris
Katherine I. Harris
May 24, 2021



Katherine I. Harris
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG291869
Expires 1/15/2023



City of Freeport

SPECIAL EVENT PERMIT APPLICATION

Name of Proposed Event:	July 4th Parade (Hammock Bay)
Date(s) / Hours of Operation of Event:	July 3rd @ 9am - 10am
Name of Permit Applicant:	Courtney Blackerby, Event Director
Applicant's Mailing Address:	3999 Commons Dr W Suite M Destin, FL 32541
Applicant's Phone Number:	850-499-1875
Applicant's Fax Number:	N/A
Applicant's Mobile Number:	Same as above
Applicant's E-Mail Address:	cblackerby@absolutecamservices.com
Owner of Property (submit proof of ownership):	Hammock Bay Town Center, LLC
Owner's Mailing Address:	PO Box 1735 Destin, FL 32540
Owner's Phone Number:	850-835-0284
Owner's Fax Number:	N/A
Owner's Mobile Number:	Same as above
Owner's E-Mail Address:	dhughes@absolutecamservices.com
Parcel Identification Number (obtain from Property Appraiser's office):	171S19230000400
Property's 911 Address:	425 Victory Blvd., Freeport, FL 32439
Driving Directions to Site from City Hall:	Turn south off Hwy 20 onto Cty 83A East- turn right on Hammock Trail East to dead end, turn right onto Great Hammock Bend, turn left into parking facility.

Intended Use of Property/Reason for Special Event

To hold a bike and golf cart walking
Parade to celebrate July 4th.
We will start at the Hammock Bay
entrance and walk to town green.
WCEM is handling Traffic Control.

Will this event allow the sale/service of alcoholic beverages? NO

Will this event utilize music/loudspeakers/sound systems? (please specify) NO

What is/are the date(s) of this event? July 3rd

What will be the hours that this event is open to the public? 9am - 10am

What arrangements are being made for restroom facilities?

Lake Club Restrooms

What arrangements are being made for first aid?

Walton Co. Emergency Management Cert.

What arrangements are being made for parking?

Lake Club Parking

What arrangements are being made for security?

We have our own Security Staff.

REQUIRED SUBMITTALS*:

1. Proof of Ownership (deed, mortgage agreement, or contract for deed)
2. Notarized Letter from Property Owner granting permission for individual listed to conduct specified event at the specified location, if applicant is other than the property owner.
3. Site plan showing set-up of special event/vending operation including but not limited to: structures, parking areas, setbacks (25 front, 20 rear, 10 feet side), and various activities to take place during event.
4. Application Fee: \$250.00 payable to the City of Freeport.
5. Temporary signage permits available through the Freeport Planning Department.
6. Proof of Liability Insurance.

**The City of Freeport reserves the right to request additional information which may be necessary for the review and completion of this application.*

SPECIAL EVENT PERMITS ARE VALID FOR A MAXIMUM OF FIVE (DAYS)
INCLUDING THE DAY OF THE EVENT, THE TWO DAYS PRIOR TO THE EVENT
FOR SET-UP AND TWO DAYS FOLLOWING THE EVENT FOR BREAK-DOWN AND
CLEAN-UP

FLORIDA STATUTES 837.06 -FALSE STATEMENT

Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

I have read and understand that the Freeport City Council has final discretion regarding special event permits, and that the City may impose limitations or conditions regarding the special event, will be stated on the Special Use Permit issued by the City.

I understand that the Applicant will be held responsible for reasonable clean-up/repair of the event site following the event. Should the site be left in an unsatisfactory nuisance condition after the event that should the City find it necessary to conduct cleanup and/or repair following the event, the Applicant will be billed for the City's labor and materials to conduct the clean-up/repair.

Courtney Blackerby
Signature of Applicant

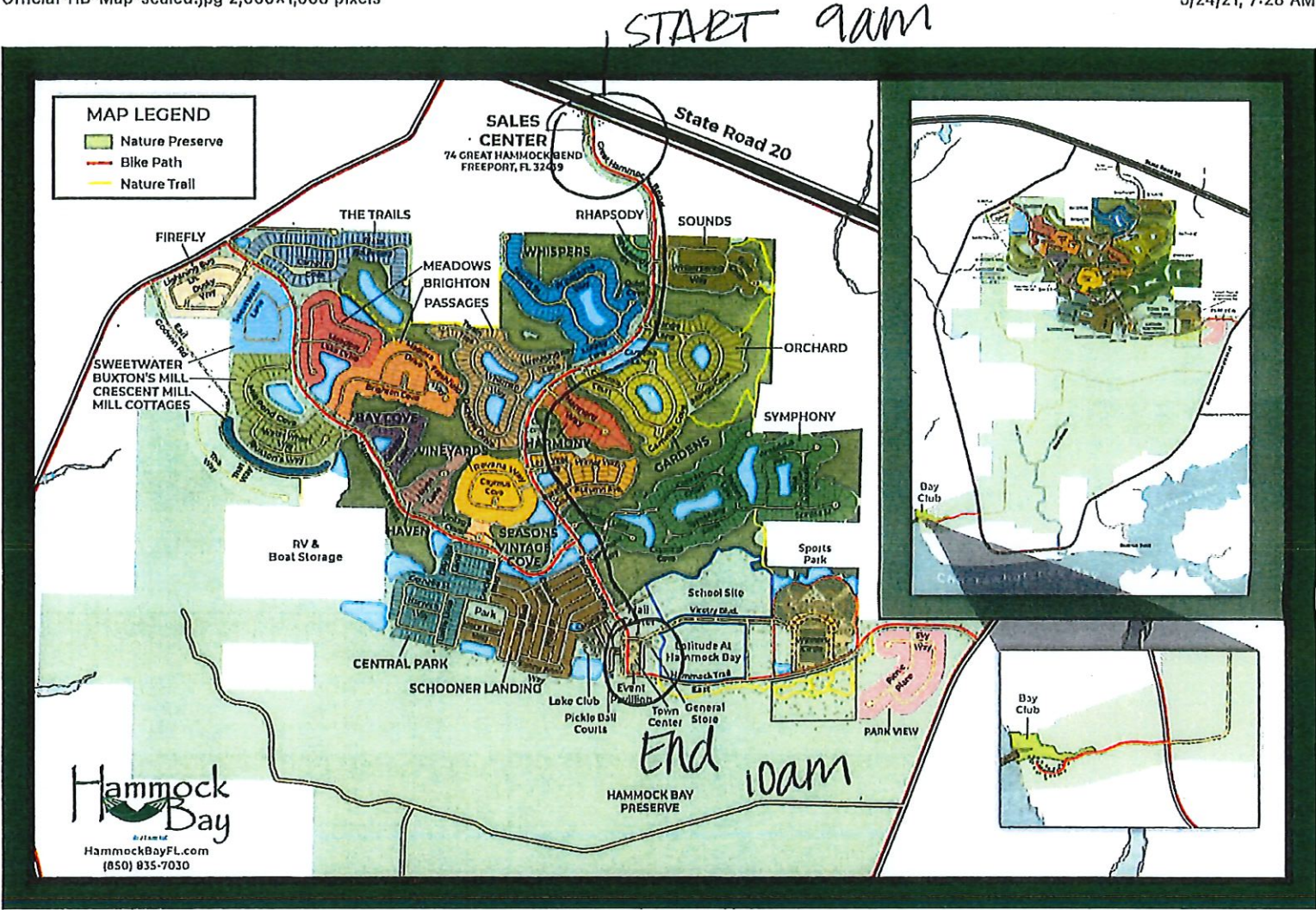
5.24.21
Date of Signature

Katherine I. Harris
Notary Public



Katherine I. Harris
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG291869
Expires 1/15/2023

Note: This application will not be processed if it is incomplete or without the notarized signature of the applicant.



City of Freeport Planning and Zoning

Receipt



16040 Business 331
PO Box 339
Freeport, FL 32439
850-835-2340 (P), 850-880-2162 (F)

From

Hammock Bay Freeport Master Association Event Committee
20011 Emerald Coast Parkway, Suite D
Destin, FL 32541

Date

6/1/2021

1097	<u>Hammock Bay Golf Cart, Bike, Walking Parade</u>

Qty	DESCRIPTION	UNIT PRICE	AMOUNT
1	Special Event Permit		\$250.00
total			\$250.00

BARRIER FREE PARK PHASE I IMPROVEMENTS				GULF COAST UTILITY CONTRACTORS		RBM CONTRACTING SERVICES	
NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Roadway - Typical							
1	220 LB/SY SP-12.5 ASPHALT	224	TN	\$ 195.00	\$43,680.00	\$ 155.00	\$ 34,720.00
2	8" LIMEROCK BASE (LBR-100)	2030	SY	\$ 25.00	\$50,750.00	\$ 25.00	\$ 50,750.00
3	12" SANDCLAY STABILIZED SUBGRADE (LBR-70)	2030	SY	\$ 10.00	\$20,300.00	\$ 10.00	\$ 20,300.00
4	5-FT WIDE CONCRETE SIDEWALK, 4" THICK	410	SY	\$ 110.00	\$45,100.00	\$ 65.00	\$ 26,650.00
Miscellaneous							
5	LAYOUT	1	LS	\$ 12,500.00	\$12,500.00	\$ 15,000.00	\$ 15,000.00
6	FDOT INDEX 425-052 TYPE "C" INLET	2	EA	\$ 7,500.00	\$15,000.00	\$ 5,500.00	\$ 11,000.00
7	MODIFIED CLOSED CONC. FLUME INLET W/ STEEL TREAD PLATE 1/2" THICK	1	EA	\$ 7,500.00	\$7,500.00	\$ 14,500.00	\$ 14,500.00
8	15" RCP INSTALLED	33	LF	\$ 200.00	\$6,600.00	\$ 85.00	\$ 2,805.00
9	EARTHWORK	1	LS	\$ 100,000.00	\$100,000.00	\$ 51,250.00	\$ 51,250.00
10	SODDING	2000	SY	\$ 7.50	\$15,000.00	\$ 6.15	\$ 12,300.00
11	SEED AND MULCH	2250	SY	\$ 2.50	\$5,625.00	\$ 2.00	\$ 4,500.00
12	THERMO, STD, WHITE, SOLID, 4", PARKING	550	LF	\$ 10.00	\$5,800.00	\$ 6.00	\$ 3,480.00
13	THERMO, STD, WHITE, SOLID, 24" STOP LINE AND CROSSWALK	135	LF	\$ 100.00	\$13,500.00	\$ 24.00	\$ 3,240.00
14	CLEARING & GRUBBING (SELECT TREE REMOVAL)	1	LS	\$ 75,000.00	\$75,000.00	\$ 35,000.00	\$ 35,000.00
15	16" THICK ALABAMA CLASS II RIP RAP OVER D-2 FILTER FABRIC	10	SY	\$ 500.00	\$5,000.00	\$ 400.00	\$ 4,000.00
16	DEMOLISH AND REMOVE EXISTING GRAVEL	2257	SF	\$ 7.50	\$16,927.50	\$ 1.50	\$ 3,385.50
17	DEMOLISH AND REMOVE EXISTING ASPHALT	970	SY	\$ 15.00	\$14,550.00	\$ 4.00	\$ 3,880.00
18	WHEEL STOP (STD. & H/C)	120	LF	\$ 75.00	\$9,000.00	\$ 25.00	\$ 3,000.00
19	PIPE GUIDERAIL (ALUMINUM) FDOT INDEX 515-070	75	LF	\$ 175.00	\$13,125.00	\$ 160.00	\$ 12,000.00
20	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF (2 STOP SIGNS, 2 H.C. PARKING, 2 D.N.E.)	6	AS	\$ 575.00	\$3,450.00	\$ 400.00	\$ 2,400.00
21	TREE PROTECTION (SEE PROTECTION DETAIL)	1	LS	\$ 25,000.00	\$25,000.00	\$ 2,350.00	\$ 2,350.00
22	EROSION CONTROL / DOUBLE SILT FENCE ALONG WETLAND BOUNDARY	450	LF	\$ 10.00	\$4,500.00	\$ 7.00	\$ 3,150.00
General							
	SUBTOTAL				\$507,907.50		\$ 319,660.50
23	BONDS (MAX 2% OF BID)	1	LS	\$ 9,000.00	\$9,000.00	\$ 6,393.00	\$ 6,393.00
24	MOBILIZATION (MAX 5% OF BID)	1	LS	\$ 22,750.00	\$22,750.00	\$ 15,983.00	\$ 15,983.00
	TOTAL CONSTRUCTION COST				\$539,657.50		\$ 342,036.50